

# General terms and conditions of sale and delivery of Shoesome International B.V. / Shoesome Trading B.V. / Shoesome Retail B.V.

## Clause 1. Applicability

- 1.1. In these terms and conditions, the "client" is understood to include every natural person and legal entity that has concluded or wishes to conclude an agreement with our company and, in addition, their representative(s), holder(s) of a power of attorney, successor(s) in title and heir(s).
- 1.2. These general terms and conditions apply to all our offers and agreements, as well as to the performance thereof, subject to amendments, which are only binding if they have been explicitly confirmed by us in writing.
- 1.3. General terms and conditions used or declared applicable by the client are not recognised by us and are hereby expressly rejected.
- 1.4. Not only our company, but also all natural persons and legal entities directly or indirectly involved in the performance of an agreement may rely on these general terms and conditions. These general terms and conditions will apply to them as an irrevocable third-party clause as referred to in Article 6:253 of the Dutch Civil Code.

## Clause 2. Offer and acceptance

- 2.1. All offers we make are free of obligation and are valid for a term to be specified by us. We are not bound prior to the expiry of any term we specify.
- 2.2. All price lists, brochures and other information provided with an offer are as accurate as possible, but cannot be regarded as a guarantee. The information provided in the offer is only binding on us if this has been explicitly confirmed in writing. We are not obliged to provide detailed information.
- 2.3. An agreement of purchase and sale will be deemed to have been concluded when the client places an order with us, either orally or in writing, and this order is confirmed by us in writing, or when we have commenced with the performance without prior written acceptance.
- 2.4. If, for whatever reason, the client has not received an order confirmation, the invoice will also be regarded as an order confirmation and will be deemed to reflect the agreement correctly and fully. Our administrative accounts are decisive with regard to what is stated under 2.3.
- 2.5. Every agreement is entered into subject to the condition precedent on our part that the client proves to be sufficiently creditworthy for the financial performance of the agreement, such to be determined exclusively at our discretion.
- 2.6. We are entitled to require the client to provide security which we deem appropriate upon the conclusion of the agreement or thereafter before rendering any further performance, to ensure that the payment and other obligations will be fulfilled. Furthermore, we are entitled to require full or partial advance payment at any time.
- 2.7. If we consider this necessary or desirable, we are authorised to engage third parties for the proper performance of the agreement.

## Clause 3. Samples

- 3.1. A sample provided to the client is only provided as an indication. The goods to be delivered may differ from the sample.
- 3.2. We reserve the right to make minor adjustments to the samples in order to improve our product.

## Clause 4. Prices

- 4.1. Unless otherwise stated, all quotations are made subject to price changes and denominated in euros.
- 4.2. Unless otherwise stated, our prices are:
  - based on the purchase prices, wage costs, special and government charges, freight charges, insurance premiums and other costs applicable on the offer or order date;
  - based on ex works delivery at our company, warehouse or other storage facility;
  - exclusive of VAT, other taxes, levies and duties;
  - exclusive of the costs of transport and insurance;
- 4.3. In the event of an increase in one or more cost price factors, we are entitled to unilaterally increase the order price accordingly, without the client's consent, all this with due observance of any relevant existing statutory requirements and the principles of reasonableness and fairness.
- 4.4. We are entitled to charge additional administrative costs for orders below a certain minimum value, which costs will be determined and invoiced on a case-by-case basis.

## Clause 5. Delivery and delivery time

- 5.1. Unless otherwise agreed in writing, delivery will be ex works. The time at which the goods leave the factory will be regarded as the time of delivery. Delivery will only be made carriage paid if and in so far as we indicate this in writing on the order confirmation, invoice or otherwise. We reserve the right to deliver the goods only in exchange for cash on delivery.
- 5.2. The delivery time is stated on the order confirmation. This delivery time is an approximation and can never be regarded as a deadline. Exceeding the delivery time, for whatever reason, will not entitle the client to compensation, nor to dissolution of the agreement or non-performance of any obligation, except in the case of an intentional act or omission or gross negligence on the part of our directors/management.
- 5.3. In the event that the delivery time is exceeded, the client will only be entitled to inform us of this by registered letter and still give us a reasonable term of at least 10 business days by which we must deliver, which term will commence upon receipt of the notice of default. If the original delivery time is exceeded, or if the additional term given is exceeded, the client may in no case claim any compensation or suspension and/or dissolution of the agreement.
- 5.4. Unless otherwise agreed, the client must accept delivery of the order immediately after it has been completed and notification of its completion has been received.
- 5.5. The delivery time may only be postponed at the client's request with our express written consent. The client will bear the entirety of any costs and losses we incur as a result of this postponement. The statement of costs we will provide in such a case will be binding on the purchaser.
- 5.6. If the client has not accepted delivery of the goods after the expiry of the term for delivery, the goods will be stored and kept available for the client at the client's risk and expense. After a period of 4 weeks we will be entitled to sell these goods – by private sale or otherwise. If this results in lower proceeds and costs, these will be borne by the client, without prejudice to all our other rights.
- 5.7. We are entitled to deliver in parts (partial deliveries), which we may invoice separately; in such case, the client will be obliged to pay in accordance with the provisions of Clause 10 of these terms and conditions.

- 5.8. The client is obliged to check the delivered goods and the packaging for any defects or damage immediately upon delivery, or after receiving a notification from us that the goods are available for the client.
- 5.9. The client must indicate on the delivery receipt, the invoice and/or the transport documents any defects in or damage to the delivered goods and/or packaging present at the time of delivery, in default of which the client will be deemed to have approved and accepted what has been delivered. In such case, complaints about defects or damage will no longer be handled.

## Clause 6 transport / risk

- 6.1. If the client does not provide us with any further instructions, we will determine the method of transport, shipment, packaging, etc., with due care, without bearing any liability for same. Any specific wishes the client may have regarding transport/shipment will only be honoured if the client has declared in writing that it will bear the additional costs thereof.
- 6.2. The client always bears the risk and expense of the transportation of the goods, and that risk shifts to the client as soon as the goods leave our factories and/or warehouses of those of third parties, even if the carrier requires the waybills, transport addresses, etc. to stipulate that the sender bears the risk and expense of all transport damage.
- 6.3. In case of free delivery, the transport costs will not be recharged separately.

## Clause 7. Force majeure

- 7.1. We are not obliged to perform any obligation if we are impeded in doing so by a circumstance for which we cannot be blamed and which cannot be attributed to us by law or by virtue of a judicial act or generally accepted principles. "Force majeure" in any event includes: strikes, excessive absenteeism due to illness of our staff, transport difficulties, fire, government measures, including in any event import and export prohibitions, quota restrictions and business interruptions at our company or at our suppliers, as well as attributable failure to perform by our suppliers or – additional – safety and other standards set by the client itself, as a result of which we cannot, or can no longer, perform our obligations to the client.
- 7.2. If a situation of *force majeure* as referred to in Clause 7.1 arises, we will be entitled to suspend the performance of the agreement in full or to permanently dissolve the agreement, without this resulting in any liability to pay the client any compensation, even if we benefit in some way from the *force majeure* situation. The client will only be entitled to dissolve the agreement if the *force majeure* situation has lasted for 45 days. In that case, as well, we will not be obliged to pay any damages, even if we benefit in some way from the *force majeure* situation.
- 7.3. We are entitled to claim payment for the work performed in the context of the relevant agreement before the circumstance causing the *force majeure* situation became apparent.

## Clause 8. Liability/guarantee

- 8.1. Without prejudice to any contractual guarantee provisions on our part, we explicitly exclude any further liability towards the client for all loss, resulting from any cause whatsoever, including all direct and indirect loss, such as consequential loss or loss of profits, with the exception of liability for loss caused by an intentional act or omission or gross negligence on the part of our directors/management.
- 8.2. Any liability on our part will at all times be limited to the net value of the goods delivered.
- 8.3. The client expressly and fully indemnifies us against any further claims for compensation or damages, whether these claims are pursued by the client itself or by third parties.

## Clause 9. Complaints

- 9.1. We will only process complaints if they reach us by registered letter within 10 business days after delivery of the goods concerned, and a precise statement of the nature and basis for the complaints is provided.
- 9.2. For complaints concerning defects that are not clearly visible, a term of 10 business days applies from the date on which the defect is observed, or from the date on which it could have been observed. These complaints can be submitted up to 6 months after delivery.
- 9.3. Complaints about invoices must also be submitted in writing and within ten (10) business days after the dispatch date.
- 9.4. Slight deviations in quality and/or colour, etc., do not constitute grounds for rejecting the goods delivered.
- 9.5. After the expiry of these respective terms, the client will be deemed to have approved the goods delivered or the invoice. From that moment on, complaints will no longer be processed and the client can no longer rely on any defect in performance.
- 9.6. If we deem the complaint to be well-founded, we will only be obliged to repair, replace or credit the defective goods, all this at our discretion, and the client will not be entitled to make any claim for damages or otherwise.
- 9.7. Submitting a complaint does not release the client from its payment obligations to us.
- 9.8. The delivered goods may only be returned after our prior written permission has been granted, and the return shipment must always be carriage paid.

## Clause 10. Retention of title

- 10.1. We retain exclusive title to all goods delivered and still to be delivered until all the claims that we have or will acquire at any time against the client on any basis whatsoever have been paid in full.
- 10.2. The claims as referred to in the first paragraph of this clause will in any event include, but not be limited to, the following claims. If we perform work on behalf and at the expense of the client in the context of this sales agreement, the above-mentioned retention of title will apply until the client has paid these claims in full as well. The retention of title also applies to any claims that we obtain against the client due to the client's failure to perform one or more of its obligations to us.
- 10.3. As long as the title to the goods delivered has not been transferred to the client, the latter may not pledge these goods or grant a third party any other right thereto, except as provided for in paragraph 7 of this clause.
- 10.4. The client is obliged to exercise due care when storing goods delivered subject to the retention of title and to ensure that these are recognisable as belonging to us.
- 10.5. The client is required to insure the goods against fire, explosion and water damage as well as theft for the duration of the retention of title, and to make the policies for these insurances available for inspection by us at our first request. All claims that the client has against the insurers of the goods by virtue of the aforementioned insurance will be

- pledged to us by the client at our first request, in the manner stated in Article 3:239 of the Dutch Civil Code, as additional security for our claims against the client, as described in paragraph 1 of this clause.
- 10.6. If the client fails to perform any payment obligation it has to us or if we have sufficient reason to fear that the client will fail to perform these obligations, then we will be entitled to repossess the goods delivered under retention of title. The client authorises us to enter the place where the delivered goods are located. After the goods have been repossessed, the client will be credited for the market value of the goods on that date, which may under no circumstances be higher than the original purchase price, less any costs incurred in repossessing the goods.
- 10.7. The client is permitted to sell and transfer the goods delivered under retention of title to third parties in the context of its normal business operations. In the event of a sale on credit, the client will be obliged to require its customers to agree to a retention of title in accordance with the provisions of this clause.
- 10.8. The client undertakes not to assign or pledge to third parties any claims which it obtains against its customers without our prior written consent. The client further undertakes to pledge the aforementioned claims to us at our first request, in the manner provided in Article 3:239 of the Dutch Civil Code, as additional security for the claims which we may have against the client on any basis whatsoever.

## Clause 11. Payment

- 11.1. Payment must be made in the manner specified in the order confirmation, unless otherwise agreed in writing. If the payment method is not included in the order confirmation and has not been agreed upon in writing, payment must be made net in cash upon delivery by means of deposit or transfer to a bank or giro account designated by us, without any discount, suspension or settlement, within 14 days of the invoice date. All payment terms are to be regarded as strict deadlines.
- 11.2. If the client fails to perform one or more payment obligations, or fails to do so on time or in full, the client will be deemed to be in default by operation of law without any demand or further notice of default being required and all other outstanding claims of the client with us will become immediately and due and payable in full, and the client will owe us interest on all late payments at a rate of 1.5% per month starting on the due date, in which regard part of a month will count as a full month. The client will also owe the extrajudicial and judicial collection costs of 15% of amount of the arrears, with a minimum of EUR 50.

## Clause 12. Dissolution

- 12.1. If the client fails to fulfil one or more of its obligations arising from the agreement, or fails to do so on time or in full, we will be entitled, without a further notice of default or judicial intervention being required and without being obliged to pay any compensation, to suspend the delivery of the products and/or to dissolve the agreement in question in whole or in part with immediate effect, without prejudice to all other rights accruing to us.
- 12.2. In addition to the other rights vested in us, we are at all times entitled to dissolve the agreement with the client with immediate effect, without a further notice of default or judicial intervention being required and without being obliged to pay any compensation to the client, if the client is unable to pay its due and payable debts or fails to pay its due and payable debts, if the client becomes insolvent, if a bankruptcy petition is filed in respect of the client (whether or not by the client itself), if a provisional or permanent suspension of payments is applied for, if an application is submitted to have the debt restructuring scheme for natural persons (WSNP) declared applicable to the client, in the event of the client's death or if the client discontinues its business and/or attachment is levied on the client that will not be lifted within thirty days after the date of attachment.
- 12.3. In all these cases, our claim, which we have or will have in respect of the client, will become immediately due and payable.

## Clause 13. Applicable law and disputes

- 13.1. All of our agreements are governed exclusively by Dutch law, to the exclusion of the U.N. Convention on Contracts for the International Sale of Goods.
- 13.2. Our export is subject to the latest Incoterms, as established by the International Chamber of Commerce in Paris. The original Dutch text prevails over translations into any other language.
- 13.3. All disputes arising from the agreement will be submitted exclusively to the competent court in Zeeland West-Brabant.